HEAT PUMP ADVANTAGE – HEATING SYSTEM REBATE INITIATIVE

PARTICIPANT AGREEMENT

Participant Name:_____(**"Participant"**).

Premises Address:_____

Postal Code:_____

Hydro One Account #:_____

Contact Information (Mobile/Landline):_____

References to "you" or "your" in this agreement are references to the Participant.

You have applied to participate in the Heat Pump Advantage – Heating System Rebate Initiative (the "**Initiative**") offered by Hydro One Networks Inc. ("**Hydro One**"). This agreement is entered into between you and Hydro One and will govern your participation in the Initiative.

If Hydro One accepts your agreement, you will be entitled to receive an incentive for equipment and installation, excluding taxes, on a qualifying air source heat pump device ("**Device**") of $4,000 for centralized/ducted units or $1,500 for ductless/mini split single head units with $400 for each additional head up to a maximum of $4,000. $200 of this incentive will be provided at the end of the Initiative, contingent on completing all of the surveys that are part of the Initiative. The Device will be installed by a certified technician. Please read the Frequently Asked Questions for further information, including the Initiative procedures and payments. **For greater clarification, your existing unit will not be re-installed and in cases where the technician takes away the existing unit (for disposal), it will not be returned to you.**

You will also have certain obligations. In consideration of the installation of the Device in your home, you agree to the following terms and conditions

1. You represent and warrant that you are a residential electricity distribution customer of Hydro One and that you are an individual 18 years or older and are the owner of the premises.

2. You agree to permit the Device to be installed at the location indicated above by Hydro One and/or Hydro One's contractors. If Hydro One determines at its sole discretion that the Device cannot be installed, including for safety or access reasons or lack of funds, this agreement will terminate without liability by either party.

3. You agree not to tamper with, disable or damage the Device that is installed in or on your premises. Any failure to comply with these obligations will be at your sole risk for any damage that may result including damage to the equipment or your premises or injury to any person.

4. You agree to allow a representative of Hydro One, its contractors and/or the Independent Electricity System Operator ("**IESO**") or its representatives to have reasonable access to your premises in order to inspect, test, repair, replace and service the Device or to conduct the evaluation, measurement, and verification

activities of the Initiative including installing physical loggers or other monitoring equipment as Hydro One and/or the IESO deems necessary and pending an agreed upon appointment.

5. You may submit a request in writing or by telephone to Hydro One to terminate your participation in the Initiative, in which case you will forfeit the final $200.00 incentive payment.

6. You agree and acknowledge that: (i) Hydro One makes no representation, warranty, endorsement or recommendation of any kind with regard to the "Initiative"; (ii) Hydro One does not guarantee energy cost savings or other benefits arising from this Initiative; and (iii) neither Hydro One nor its successors, assignors, affiliates, employees, agents, officers, directors, service providers and such affiliates, respective officers, directors or employees or any of their heirs, successors or assigns (collectively, the "**Initiative Operators**") will be liable for any loss, damage or injury to persons or property, including without limitation any economic loss, loss of good will, loss of profit or any direct, indirect, special or consequential damages, and any costs or losses, expenses, fees, liabilities, allegations, causes of action, suits, proceedings, debts, penalties and demands arising therefrom or connected therewith of any nature or kind whatsoever arising from or related to the installation of the Device, or the interruption of power to any equipment to which the Devices are connected, the Initiative or any matter related to this agreement, including, without limitation, any acts or omissions of any Initiative Operator and you hereby release the Initiative Operators of, from and against any and all of the foregoing. You agree to indemnify the Initiative Operators if you or any member of your family, customer, occupant or guest seeks damages against any of them for any reason that is connected with this agreement and/or the Device. The maximum liability of the Initiative Operators for any matter, claim or damage in connection with this agreement and/or the Device is limited to $500.

7. You agree to participate in any follow up surveys, studies, audits, evaluations or verifications conducted by Hydro One, the IESO or their agents or service providers in connection with the Initiative. Failure to complete all surveys will result in your forfeiture of the final $200 incentive payment. You consent to the collection, use, disclosure and other handling of any information provided by you to the Initiative Operators, including personal information such as your name, address, telephone number, email address and records showing historical energy use and consumption (collectively the foregoing is referred to as "**Participant Information**") by the Initiative Operators for purposes relating to the operation, administration or assessment of the Initiative, and in connection with any reporting activities relating to the Initiative, which such use will include, without limitation: (i) sharing of Participant Information among the Initiative Operators; (ii) use by the Initiative Operators of the Participant Information provided by you to conduct, analyze and report on the results of the Initiative and to conduct surveys and modify the Initiative based on such surveys; and (iii) disclosure to the Ontario Energy Board, the IESO, the Ontario Ministry of Energy or the Ontario Environmental Commissioner and/or their respective successors. You hereby acknowledge that the Participant Information may be accessible to third parties under the *Freedom of Information and Protection of Privacy Act (Ontario)* or the *Municipal Freedom of Information and Protection of Privacy Act (Ontario)*.

8. You agree to transfer and assign, or to the extent transfer or assignment is not permitted, hold in trust for, or in favour of, Hydro One, in its capacity as agent for and on behalf of IESO, and not for Hydro One's own benefit, all right, title and interest in and to all benefits or entitlements associated with the electricity savings or demand savings attributable to a device, and the right to quantify and register these, including without limitation, any energy efficiency certificate, renewable energy certificate, credit,

reduction right, offset, allocated pollution right, emission reduction allowance (collectively, the "**Environmental Attributes**"). Until IESO notifies you otherwise, Hydro One, in its capacity as agent, shall be entitled, unilaterally and without your consent, to deal with such Environmental Attributes on behalf of IESO in any manner Hydro One determines. You acknowledge that IESO may direct you in the same manner as Hydro One and that until IESO notifies the you otherwise Hydro One may direct you to take such actions and do all such things necessary to certify, obtain, qualify and register with the relevant authorities or agencies such Environmental Attributes for the purpose of transferring, assigning, or holding in trust, such Environmental Attributes to and for IESO and you shall comply with such directions, and you will be entitled to reimbursement of the cost of complying with such direction, provided that Hydro One, acting reasonably, has approved such cost in writing prior to the cost being incurred you.

9. Without limiting the generality of section 6 or any other term of this agreement, you are subject to the warranty of the manufacturer and contractor for parts and service on the Device, and Hydro One is not responsible for any service or otherwise regarding the Device.

10. Hydro One shall not be in default, and shall not be deemed to be in default, of this agreement by reason of delay or the failure or inability to perform its obligations hereunder where the said delay, failure or inability is due solely to any cause which is unavoidable or beyond the reasonable control of Hydro One, including without limitation any act of God or other cause which frustrates the performance of this agreement.

11. Subject to earlier termination rights herein, this agreement shall remain in effect for as long as there is an operational Device at your premises during the term of the Initiative. In the event the Device cannot be installed at your premises or if you move out of the premises during the term of the Initiative, this agreement shall terminate. If you breach any of your obligations in this agreement, Hydro One may terminate this agreement by sending you a notice. Hydro One may terminate this agreement at any time and for any reason by sending you a notice. The provisions of this agreement that are by their nature intended to survive expiration or termination of this agreement, shall survive such expiration or termination, including without limitation, Sections 6, 7, 8 and 15.

12. This agreement shall be interpreted under Ontario law. You may not assign this agreement. This agreement may be amended by Hydro One with thirty (30) days notice to you.

13. Except as provided in Sections 4, 6, 7, 8 and this Section 13, this agreement is solely for the benefit of:

    (a) Hydro One, and its successors and assigns, with respect to your obligations under this agreement, and

    (b) you, and your successors with respect the obligations to Hydro One under this agreement; and this agreement will not be deemed to confer upon or give to any other person any claim or other right or remedy.

14. You agree to notify Hydro One immediately of any incident involving the Device, including without limitation, any incident which results in personal injury or property damage.

Hydro One Contact: George Katsuras
Phone: (416) 345-5881
Email: HeatPumpAdvantage@HydroOne.com, please reference "Heat Pump Advantage – Heating System Rebate"

15. This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter contained herein and supersede all prior or contemporaneous agreements, representations and understandings of the parties hereto. If any provision of this agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. You acknowledge and agree that the terms and conditions of this agreement are subject to change at any time.

By signing this agreement you agree to all the terms and conditions above, and are willing to be a participant in the Initiative.

Signature: _____

Date:_____